

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION**

DC CONCERT PRODUCTIONS, INC. *

v.

GREENBRIER HOTEL CORPORATION *

Defendant/Counter-Plaintiff *

* * * * *

**DC CONCERT PRODUCTIONS, INC.'S
ANSWER AND AFFIRMATIVE DEFENSES TO COUNTERCLAIM**

Plaintiff/Counter-Defendant DC Concert Productions, Inc. (“DC Concert”), by its undersigned counsel, hereby responds to Defendant/Counter-Plaintiff Greenbrier Hotel Corporation’s (“Greenbrier”) Counterclaim and states as follows:

In accordance with Federal Rule 8(b)(3), DC Concert generally denies all allegations set forth in the Counterclaim except those specifically admitted below with reference to the corresponding paragraph numbers set forth in the Counterclaim. All allegations not specifically admitted are denied.

1. DC Concert admits the allegations set forth in paragraph 1 of the Counterclaim, except denies the allegation regarding the location of events.

3. With respect to the allegations set forth in paragraph 3, DC Concert admits that the quoted phrase appears in the Production Agreements. With respect to the remaining allegations in paragraph 3, DC Concert denies the interpretation alleged by Greenbrier and states that the Production Agreements speak for themselves.

11. DC Concert admits the allegations set forth in paragraph 11 of the Counterclaim, except denies the allegation regarding the location of events.

AFFIRMATIVE AND OTHER DEFENSES

1. The Counterclaim fails to state a claim for which relief can be granted and should, therefore, be dismissed in accordance with Rule 12(b)(6). FED. R. CIV. P. 12(B)(6).
2. Greenbrier's counterclaim is barred by principles of estoppel.
3. Greenbrier's counterclaim is barred by principles of waiver.
4. Greenbrier materially breached the Production Agreements.
5. Greenbrier's counterclaim is subject to offset.

WHEREFORE, having fully answered the Counterclaim filed against it in this case, Plaintiff/Counter-Defendant DC Concert Production's Inc. respectfully demands that the Counterclaim be dismissed with prejudice or, alternatively, that judgment be entered in DC Concert Production, Inc.'s favor, and that it be awarded costs and such other and further relief as this Court determines to be just and appropriate.

Respectfully submitted,

Dated: May 16, 2012

/s/ James B. Astrachan

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